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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
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9 GrandMaster G-Man Meadows, et al.,

No. CV-24-02292-PHX-KML

10 Plaintiffs,

**ORDER**

11 v.

12 Yuma City Housing Rehabilitation Program,  
13 et al.,

14 Defendants.

15 Plaintiffs GrandMaster G-Man Meadows and Veronica Meadows (collectively, “the  
16 Meadowses”) filed this suit against defendants “City of Yuma Housing Rehabilitation  
17 Housing Program,” Raul Gutierrez, and “D Pair Development.” (Doc. 1.) The Meadowses  
18 also requested leave to proceed in forma pauperis. (Doc. 5.) Based on the financial  
19 information provided, the Meadowses are entitled to proceed in forma pauperis. However,  
20 when plaintiffs proceed in forma pauperis “the court shall dismiss the case at any time if  
21 the court determines that . . . the action . . . fails to state a claim on which relief may be  
22 granted.” 28 U.S.C. § 1915(e)(2). The current complaint is dismissed because it does not  
23 provide sufficient factual allegations to state any claim for relief against the identified  
24 defendants.

25 **I. Background**

26 The complaint is challenging to understand but it appears this suit involves allegedly  
27 shoddy repair work done on the Meadowses’ home in Yuma. The complaint alleges the  
28 “City of Yuma Housing Rehabilitation Program is a Humanitarian Government Funded

1 Program” meant “to alleviate immediate health and safety issues in [a] home.” (Doc. 1 at  
2 2.) This program pays third parties to perform repair work on the homes of Yuma residents  
3 who qualify for assistance. The Meadowses qualified for assistance in repairing their home,  
4 including their home’s electrical wiring and windows. In January 2022, the Meadowses  
5 “turned their home over” to “Housing Rehabilitation . . . Contractor” defendant Raul  
6 Gutierrez of defendant ‘D Pair Development LLC. (Doc. 1 at 3.) Gutierrez informed the  
7 Meadowses the windows needed to be ordered “immediately” but the windows were not  
8 ordered until June 2022.

9 Although the windows were not ordered for many months, other repair work seems  
10 to have begun in January 2022. (Doc. 1 at 3.) In attempting that repair work, Gutierrez and  
11 ‘D Pair Development “[c]ompletely destroy[ed]” the Meadowses’ home, “making it  
12 unsafe and susceptible to catching on fire and the roof caving in.” (Doc. 1 at 4.) On June  
13 1, 2022, the “City of Yuma Housing Rehabilitation Program Assistant Director” asked the  
14 Meadowses “to attend a final walk through of [their] home.” (Doc. 1 at 3.) The “Head of  
15 the Code Department of the City of Yuma” also attended the walk through but “did not  
16 know what was going on at all.” (Doc. 1 at 3.) Gutierrez did not attend the walk through.

17 On June 7, 2022, the Meadowses received a “threatening and intimidating letter”  
18 from City of Yuma prosecutors. (Doc. 1 at 3.) That letter was in response to the Meadowses  
19 “inquiring” why the repair work on their home “was not being done . . . as specified by the  
20 scope of work in the contract.” (Doc. 1 at 4.) Between June 2022 and August 23, 2022, the  
21 Meadowses received “five threatening and intimidating letters” from the prosecutors. (Doc.  
22 1 at 4.)

23 On July 5, 2022, the Meadowses received their house key back from the City of  
24 Yuma. (Doc. 1 at 4.) On July 7, 2022, the Meadowses entered their home and discovered  
25 Gutierrez and two other individuals in the home installing windows. (Doc. 1 at 4.) No one  
26 had asked the Meadowses for permission to enter their home on that date. (Doc. 1 at 5.)

27 Based on these events, the Meadowses filed this suit attempting to pursue ten claims  
28 (confusingly numbered one through eight instead of one through ten). Those claims are all

brought against the housing program, Gutierrez, and ‘D Pair Development. Those ten claims are a mix of civil and criminal claims. As for harm, the Meadowses claim the events resulted in the loss of their “Rights to Self-Determination,” “their ability to generate sufficient income,” and their “Outstanding Reputation as Up-Standing Citizens.” (Doc. 1 at 5.) The Meadowses also suffered cancer, pulmonary disease, “Thirty-Five Day[s] on a Ventilator,” “No Sex Drive,” and “Extreme Hair loss [and] Extreme teeth loss.” (Doc. 1 at 5.)

Based on the alleged harm, the Meadowses seek monetary damages of approximately \$30 million as well as the imprisonment of defendants, a place to stay while their home is repaired, and two employees to help with moving personal items out and then back into their home. (Doc. 1 at 5.)

## **II. Analysis**

The Meadowses may pursue their claims only if the complaint contains “sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (internal citations omitted)). This is not a “probability requirement,” but a requirement that the factual allegations show “more than a sheer possibility that a defendant has acted unlawfully.” *Id.* A claim is facially plausible “when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* “[D]etermining whether a complaint states a plausible claim is context specific, requiring the reviewing court to draw on its experience and common sense.” *Id.* at 663–64.

### **A. Improper Defendant**

The Yuma City Housing Rehabilitation Program is not a proper defendant. A “program” pursued by the City of Yuma is an abstract entity that cannot be a defendant in a lawsuit. Even assuming the City of Yuma has formally established a subpart known as the Housing Rehabilitation Program, that subpart would still not be an entity that can be sued. *See, e.g., Blansette v. Scottsdale Hous. Agency*, No. CV-17-02878-PHX-SPL, 2018

1 WL 11244855, at \*1 (D. Ariz. Oct. 12, 2018) (finding Scottsdale Housing Agency a non-  
 2 jural entity); *Brillard v. Maricopa County*, 232 P.3d 1263, 1269 (Ariz. Ct. App. 2010)  
 3 (county sheriff's office is a nonjural entity). The Yuma City Housing Rehabilitation  
 4 Program is therefore dismissed.

#### 5 **B. Executive Order**

6 The Meadowses are attempting to pursue a claim under Executive Order 13985,  
 7 titled Advancing Racial Equity and Support for Underserved Communities Through the  
 8 Federal Government, and issued on January 20, 2021. (Doc. 1 at 7.) That Executive Order  
 9 provides in part that it is “not intended to, and does not, create any right or benefit,  
 10 substantive or procedural, enforceable at law or in equity by any party against the United  
 11 States, its departments, agencies, or entities, its officers, employees, or agents, or any other  
 12 person.” 86 FR 7009. That language indicates there was no intent to create a private right  
 13 of action under the order. *See Utley v. Varian Assocs., Inc.*, 811 F.2d 1279, 1286 (9th Cir.  
 14 1987) (concluding intent is relevant to evaluating whether Executive Order authorizes  
 15 private right of action). Therefore, this claim is dismissed without leave to amend.

#### 16 **C. Criminal Claims**

17 The Meadowses are attempting to pursue criminal claims in three counts: criminal  
 18 damage (Ariz. Rev. Stat. § 13-1602), false advertising (Ariz. Rev. Stat. § 13-2203), and  
 19 threatening or intimidating (Ariz. Rev. Stat. § 13-1202). (Doc. 1 at 9–11.) In Arizona, “[t]he  
 20 general rule is that no private cause of action should be inferred based on a criminal statute  
 21 where there is no indication whatsoever that the legislature intended to protect any special  
 22 group by creating a private cause of action by a member of that group.” *Phoenix Baptist*  
 23 *Hosp. & Med. Ctr., Inc. v. Aiken*, 877 P.2d 1345, 1350 (Ariz. Ct. App. 1994). The  
 24 Meadowses have not identified any basis to conclude the criminal statutes they cite can be  
 25 enforced by private parties. Therefore, these claims are dismissed without leave to amend.

#### 26 **D. Universal Declaration of Human Rights**

27 The Meadowses claim defendants have violated the “Universal Declaration of  
 28 Human Rights.” (Doc. 1 at 8.) The provisions of that document cannot be enforced through

1 a lawsuit in federal court. *See Sosa v. Alvarez-Machain*, 542 U.S. 692, 734 (2004). This  
2 claim is dismissed without leave to amend.

### 3 **E. National Electrical Code**

4 The Meadowses allege defendants violated the “National Electrical Code.” (Doc. 1  
5 at 10.) There is no private right of action directly under the National Electrical Code. This  
6 claim is therefore dismissed without leave to amend.

### 7 **F. Fourteenth Amendment**

8 The Meadowses allege defendants violated the Fourteenth Amendment’s Equal  
9 Protection clause. (Doc. 1 at 6.) Assuming the Meadowses are attempting to assert a claim  
10 pursuant to 42 U.S.C. § 1983, they have not alleged sufficient facts. *See Arpin v. Santa*  
11 *Clara Valley Transp. Agency*, 261 F.3d 912, 925 (9th Cir. 2001) (“[A] litigant complaining  
12 of a violation of a constitutional right does not have a direct cause of action under the  
13 United States Constitution but must utilize 42 U.S.C. § 1983.”). Because the Housing  
14 Rehabilitation Program has been dismissed, the only remaining defendants are Gutierrez  
15 and ‘D Pair Development. Those two defendants likely do not qualify as “state actors” that  
16 can be sued for violating the Meadowses’ constitutional rights. But the § 1983 claim would  
17 also fail for reasons beyond that threshold requirement.

18 “To state a claim under 42 U.S.C. § 1983 for a violation of the Equal Protection  
19 Clause of the Fourteenth Amendment a plaintiff must show that the defendants acted with  
20 an intent or purpose to discriminate against the plaintiff based upon membership in a  
21 protected class.” *Barren v. Harrington*, 152 F.3d 1193, 1194 (9th Cir. 1998). The complaint  
22 does not allege the Meadowses are part of a protected class. Thus, this claim fails at the  
23 “first step” of an Equal Protection claim and is dismissed with leave to amend. *Furnace v.*  
24 *Sullivan*, 705 F.3d 1021, 1030 (9th Cir. 2013).

25 If the Meadowses chose to amend this claim, they must identify an appropriate  
26 defendant, the relevant protected class, and the factual basis for their belief that they were  
27 treated differently than others who were similarly situated.

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1           **G. Breach of Contract**

2           The Meadowses allege defendants breached a contract (Doc. 1 at 8) but do not offer  
 3 any specifics regarding the terms of the contract or how it was breached. *See Thomas v.*  
 4 *Montelucia Villas, LLC*, 302 P.3d 617, 621 (Ariz. 2013) (recognizing elements of breach-  
 5 of-contract claim). The Meadowses allege defendants “[f]ail [sic] to perform the contract  
 6 . . . by the due date 3/4/2022, either very poor quality, incompletely or not at all.” (Doc. 1  
 7 at 3.) A complaint merely containing “a formulaic recitation of the elements of a cause of  
 8 action will not do.” *Twombly*, 550 U.S. at 555. The Meadowses have not offered sufficient  
 9 factual allegations regarding the terms of the contract and how it was breached. The  
 10 Meadowses may amend this claim provided they can offer significantly more facts  
 11 explaining what occurred.

12           **H. Arizona Property Rights**

13           The Meadowses attempt to allege a claim under “Article 2, Section 17 of the Arizona  
 14 Constitution,” as well as “Article 2.1 Private Property Rights Protection Act.” (Doc. 1 at  
 15 10-11.) The latter law is found at Ariz. Rev. Stat. § 12-1136. Because the Housing  
 16 Rehabilitation Program has been dismissed, there is no clear government defendant who  
 17 might be liable under the cited provisions for taking the Meadowses’ property. In addition,  
 18 it is unlikely that shoddy repairs to the Meadowses’ home, completed by a private  
 19 contractor through a governmental program, would ever qualify as a taking of property that  
 20 would require compensation. The Meadowses may amend this claim provided they identify  
 21 a plausible governmental defendant and facts supporting a cognizable takings theory. *See,*  
 22 *e.g., City of Yuma v. Lattie*, 572 P.2d 108, 111-113 (Ariz. Ct. App. 1977).

23           Accordingly,

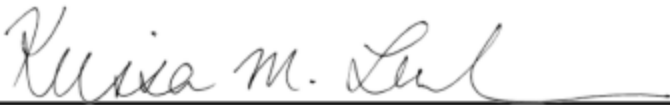
24           **IT IS ORDERED** the Amended Application for Leave to Proceed In Forma  
 25 Pauperis (Doc. 5) is **GRANTED**.

26           **IT IS FURTHER ORDERED** the complaint (Doc. 1) is **DISMISSED WITH**  
 27 **LIMITED LEAVE TO AMEND**. No later than **October 23, 2024**, Plaintiffs may file an  
 28 amended complaint asserting claims under 42 U.S.C. § 1983, breach of contract, and the

1 Arizona Constitution. Plaintiffs must not reallege claims involving the Executive Order,  
2 the Universal Declaration of Human Rights, or the National Electrical Code. Plaintiffs also  
3 must not reallege any criminal claims.

4 **IT IS FURTHER ORDERED** the Clerk of Court is directed to enter a judgment  
5 of dismissal without prejudice if no amended complaint is filed by **October 23, 2024**.

6 Dated this 8th day of October, 2024.

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10 **Honorable Krissa M. Lanham**  
11 **United States District Judge**  
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